SECTION 00 25 00 – OWNER'S SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

C. The Contractor's attention is specifically directed, but not limited, to the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts (UGC) for other requirements.

D. Attachment "A" (To Owner's Special Conditions) – Minimum Wage Rate Determination. Pursuant to the UGC, the attached schedule identifies the Prevailing Wage Rate determination as applicable to the Project location.

E. Attachment "B" (To Owner's Special Conditions) – Facilities Planned Utility Outages Policy.

F. Attachment "C" (To Owner's Special Conditions) - Project Sign Layout. [May not be applicable to all Projects].

1.02 SUMMARY

A. Terms and conditions set forth in this document are for the Contractor only, and are valid regardless of the project delivery method. For Construction Manager at Risk or Design/Build, the final version of the document shall be confirmed by the Owner, and included by the Construction Manager or Design/Build Contractor in the Guaranteed Maximum Price Proposal. For projects for which the construction phase is divided into multiple stages, these Owner's Special Conditions shall be reviewed, updated as warranted, and resubmitted with GMP Proposal associated with that stage of the construction work.

1.03 REFERENCE STANDARDS

A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.

B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.

C. All materials, installation and workmanship shall comply with all applicable requirements and standards.

1. Texas Medical Center Architectural Standards and Texas Medical Center Stormwater Management Design Guidelines are applicable to all Projects located within the Texas Medical Center.

2. Owner's underwriter requirements are applicable to all Projects.

1.04 DEFINITIONS

A. The term “Owner’s Project Manager” as used throughout the Contract Documents means an individual authorized by the Owner to administer the Project.

B. Outage - A temporary disruption of normal operation or use of utilities, sidewalks, parking areas, driveways or facility access.

C. Planned Utility Outage - An event that can be foreseen and has a plan of action in place to accomplish specific tasks during a utility outage.

D. Utility - Any service provided by an outside source or manufactured in house (gas, water, electricity, fire suppression water, telecommunications, data systems, building automation systems, fire alarm systems, etc.) which facilitates building operations.

E. The terms “outage” and “shutdown” are used interchangeably throughout the Contract Documents.

F. Work Day - A day in which work is planned, excluding weekends and holidays.

G. The terms “work day” and “business day” are used interchangeably throughout the Contract Documents.

H. Normal working hours are considered as work being performed between 6:00 A.M. and 6:00 P.M. Monday through Friday, excluding holidays.

I. The terms “normal hours” and “regular hours” are used interchangeably throughout the Contract Documents.

J. Weather Day – A “weather day” is a day on which the Contractor’s current schedule indicates Work is to be done, and on which inclement weather occurs and resultant site conditions or inaccessibility to the site prevent the Contractor from performing five hours of Work associated with the Project’s critical activities during normal working hours.

1.05 OWNER’S RIGHT OF OCCUPANCY

A. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should the Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, the Owner’s Project Manager will notify the Contractor in writing and identify responsibilities for security, maintenance, and insurance.

B. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article.

C. All Work performed by the Contractor after occupancy, whether in part or in whole, shall be at the convenience of the Owner so as to not disrupt Owner’s use of, or access to occupied areas of the project.

D. Contractor shall follow the Planned Utility Outage Procedure specified within this section when performing Work affecting any occupied facility.

1.06 MINIMUM WAGE RATE DETERMINATION

A. The Contractor shall comply with all requirements of Texas Government Code Chapter 2258, Prevailing Wage Rates.

B. Wage rates identified in Attachment “A” (To Owner’s Special Conditions) are titled “Prevailing Wage Determination, dated December 31, 2009. [EXCEPTION: Job Order Contracts – The relevant wage rates identified in Attachment "A" as part of the UGC JOC Program is titled “Prevailing Wage Determination, Harris-Galveston Counties, Galveston, Houston, and MD Anderson”, dated 09/01/2003].

C. The Owner may verify wage rate compliance in the field by interviewing workers. The Contractor shall assist the Construction Inspector (CI) with this task, including providing translation for non-English speaking workers.

1.07 WEATHER DAYS

A. Weather days are excusable delays. When weather conditions at the site prevent work from proceeding, immediately notify the Owner’s Project Manager for confirmation of the conditions. At the end of each calendar month, submit to the Owner’s Project Manager a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by the Owner’s Project Manager, any time extension granted will be issued by Change Order. If the Contractor and Owner cannot agree on the time extension, the Owner may issue a Unilateral Change Order for fair and reasonable time extension.

1.08 SEPARATE CONTRACTS

A. As provided in the UGC, the Owner may award other contracts for other portions of the Project. Additional separate contracts may include telecommunications.

PART 2 - PRODUCTS

2.01 GENERAL

A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

2.02 BUILDERS RISK ENDORSEMENTS

A. For Coverage of Existing Building Structures:

1. Contractor shall include an endorsement on the Builders Risk Insurance policy to provide coverage for the existing building structure(s), including its/their contents, as described below. Coverage shall be in the amount equal to either $5 million or the estimated replacement value of the existing building structure and its contents, whichever is less.

2. The purpose of this coverage is to fund the $5 million deductible under the Owner’s existing property insurance policy which addresses the risk and possible cost of claims to repair damage to existing structure(s) (this purpose should be explained to the Builders Risk Insurance carrier when requesting the quote). The existing building structure(s) to be covered is the **ALKEK** building, and its estimated building replacement value is **$97,152,652.**. Its estimated contents value is $**87,776,673.00**.

B. Soft Costs, Loss of Rents, Gross Earnings:

1. Contractor shall provide an alternate price to include an endorsement on the Builders Risk Insurance policy to provide the following additional coverage:

a. Period of Indemnity 365 days.

b. Maximum Deductible: 14 Days

2.03 PROJECT COMMUNICATIONS PLAN

A. Depending upon the project, the Owner may develop a Project Communications Plan to inform the Owner's faculty, employees, patients, visitors, and others concerning construction activities affecting them. Contractor shall participate and support this effort as required by Owner. Typical support by Contractor may include attendance at communications meetings, preparation of graphic and narrative construction impact updates, and the furnishing of targeted signage.

2.04 PROJECT SIGNAGE

A. For new construction, the Contractor shall provide signage in accordance with the Project Communications Plan and construct and erect one (1) Project sign on the Site in a location designated by the Owner. The sign shall be constructed as instructed by the Owner. Refer to Attachment "B" (To Owner's Special Conditions).

B. The Contractor shall submit a one-quarter-scale shop drawing of the sign, including all lettering, to the Owner for approval prior to installation. The sign shall remain the property of the Owner, and upon Final Completion, the Contractor shall remove the sign and deliver it to a location designated by the Owner.

C. For renovation projects, signage shall be in accordance with the Project Communications Plan or as directed by the Owner.

D. All hazard warning signage shall be OSHA 29 CFR Part 1926 compliant. All signs shall be prominently displayed at all entrances to the Site. Postings must be constructed of a durable material that will resist wear and damage.

E. Additional Contractor or Subcontractor signs or advertisements shall not be erected without the Owner's written approval.

2.05 PROJECT PARKING

A. Contractor is responsible for securing adequate parking for Contractor's employees. Parking of Contractor's vehicles at the Site shall be as approved by the Owner. Contractor shall maintain at least two (2) marked parking spaces at the Site for the Owner's representatives.

PART 3 - EXECUTION

3.01 PARTNERING

A. The Owner desires to create a cohesive team for this project, to include all primary parties. The Contractor and its primary Subcontractors shall join the Owner and the rest of the Project Team in project "Partnering" as a means of achieving success. The Partnering process is entirely voluntary and the Owner and Contractor shall equally share all costs with no impact to the Construction Contract price. The results of the workshop are not legally binding, but do represent a commitment by the parties to work together cooperatively toward common goals.

3.02 CONTRACTOR SITE ACCESS AND LIMITS OF CONSTRUCTION

A. All Project personnel shall confine and limit their work and use of the Site to those areas within the defined limits of construction. All public and University rules, laws and requirements shall be obeyed and enforced by the Contractor. No tools, construction vehicles, or construction material other than those in transit, shall be permitted beyond the Site limits of construction, including Owner’s existing mechanical, plumbing, and electrical rooms, equipment rooms, and storage rooms.

B. All campus roads, drives, and fire lanes as well as all sidewalks and pedestrian routes, other than those specifically indicated to be in the Contractor's area of control, must be kept open at all times. The Contractor shall proactively schedule and obtain security clearance for all significant material deliveries, vehicle traffic, street closures, cranes, concrete trucks, etc., through and around the campus and Site.

3.03 ON-GOING CAMPUS OPERATIONS

A. The Project is surrounded by and/or adjacent to continuously functioning campus facilities, including patient care, academic, and research efforts. The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for patients, students, faculty, and staff in the areas adjacent to the Project.

B. The Contractor shall obtain all Owner’s in-house approvals and permits. Operation of utilities and building systems must not be interrupted except when scheduled and approved in advance through established channels. The Contractor should be always mindful and proactive with regard to containment of noise, fumes, dust and debris.

3.04 CONTRACTOR’S RESPONSIBILITY OF THE PROJECT WORKFORCE

A. The Contractor is responsible for the actions of the entire Project workforce, including, but not limited to, subcontractors' and suppliers' employees, whenever they are on the campus. The Contractor shall submit a plan for identifying and controlling all workers, and for management of personnel records, including payroll records. Identification badges for workers, busing of workers from remote parking lot(s), written and verbal reminders to workforce of appropriate behavior and avoidance of campus facilities, and publishing of established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.

1. Unacceptable behavior on the part of a worker anywhere on campus, including parking lots, the Site, and the accessing route(s) through the Site and through the campus, or failure to obtain parking permits, or traffic violations while on campus may lead to cancellation of any Owner provided parking. Identifiable offending worker(s) shall be permanently removed from the Project.

2. Harassment of any person, whether a patient, student, faculty, staff, or visitor to the campus, is strictly forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. Identifiable offending worker(s) will be removed from the Project.

3.05 SECURITY

A. The Contractor is responsible for security of the Project. The University of Texas Police Department will not provide security for unless under Project-specific agreement and terms of compensation.

B. The Contractor shall secure the Site at nights and weekends, or when no work is being performed, to prevent the entry of unauthorized personnel. Locks shall be of an approved type and have special keying as required by the Owner. Keys for all door locks shall be made available to The University of Texas Police Department. All doors accessing the construction site shall be properly latched and have closers to maintain closed doors at all times. All doors accessing the construction site shall have MD Anderson standard construction signage, provided by Owner's Project Manager, to ensure that only authorized construction personnel access the site.

C. The Contractor shall not retain the services of outside guard or law enforcement services in connection with Work on campus without the specific prior written approval of the Chief of The University of Texas Police Department.

3.06 PROTECTION OF WORK

A. The Contractor shall properly and effectively protect all materials and equipment furnished during and after installation. Building materials, Contractor's equipment, etc., may be stored on the premises, but the placing of it shall be within the Project site. When any room in the building is used as a shop, store room, etc., the Contractor shall be held responsible for any repairs, patching, or cleaning arising from such use. Contractor shall protect and be responsible for any damage to Contractor's Work or material, from the date of the agreement until the final payment is made, and shall make good without cost to the Owner, any damage or loss that may occur during this period. The Contractor shall handle all material as directed, so that the Architect/Engineer's representative may inspect it. All material affected by weather shall be covered and protected to keep it free from damage while being transported to the Site and while stored on the Site.

1. During the execution of the Work, open ends of all piping and conduit, and all openings in equipment shall be closed when Work is not in progress, and shall be capped and sealed prior to completion of final connections, so as to prevent the entrance of foreign matter.

2. All heating, ventilating, plumbing and electrical equipment shall be protected during the execution of the Work. All ductwork and equipment shall be sealed with heavy plastic and tape to prevent build-up of items such as dust, mold, and debris.

3. All ductwork and air handling mechanical equipment shall be wiped down with a damp cloth immediately before installation to ensure complete removal of accumulated dusts and foreign matter.

4. All plumbing fixtures shall be protected and covered so that no one can use them. All drains shall be covered until placed in service to prevent the entrance of foreign matter.

3.07 PLANNED UTILITY OUTAGE PROCEDURE

A. The Contractor shall not activate or de-activate any campus system, or component of any such system, without express written direction from the Owner.

B. Contractor shall schedule and obtain facilities approval for any necessary outage of campus utilities planning for a minimum of fifteen (15) work days in advance through the Owner's Project Manager, using the Owner provided "Contractor's Request for Utility Shutdown" form and process. All outages shall be performed outside the normal working hours or as determined by the Owner.

3.08 NOISE CONTROL

A. Contractor shall coordinate equipment locations and timing or sequence of work operations so as to avoid conflict with the Owner's continuing use of adjacent buildings and/or avoid any interference with Owner's scheduled meetings, events, or business activities.

3.09 TEMPORARY SHORING

A. Contractor shall provide all temporary shoring required for the installation of Work. Contractor assumes all responsibility for this work and shall repair any damage caused by improper supports or failure of shoring in any respect. Any provisions that are installed to assure the stability of adjacent structures, trees, roadways, or infrastructure, shall be in accordance with the plans provided by the Contractor.

3.10 CUTTING, PATCHING, AND INSTALLATION OF SLEEVES

A. If cutting and/or patching of holes or openings is required for the execution of the Work, the Contractor shall consult with the Architect/Engineer prior to the commencement of any cutting and/or patching. Contractor shall leave all chases, holes, or openings straight, true, and of proper size as may be necessary for the proper installation of Work.

1. No excessive cutting of the structure shall be permitted, nor shall any piers or other structural members be cut without the written approval of the Architect/Engineer. After such Work has been installed, the Contractor shall carefully fit around, close up, repair, patch, and point-up as directed to the entire satisfaction of the Architect/Engineer.

2. All cutting and patching for utility penetrations shall be done carefully, with proper tools by qualified workers, without additional cost to the Owner. The Contractor shall build into the Work, as indicated on the Plans and/or Specifications, any and all items furnished by others. Cutting and repairing of work in place, as a result of negligence by the Contractor, shall be paid for by the party at fault.

3. The Work performed within each Section of the Specifications, unless otherwise indicated in the Plans and/or Specifications, includes all cutting, patching, and digging for work in that trade section required for proper accommodations of work of other trades. Execute such work with competent workers skilled in trade required for restoration. Contractor shall arrange and pay for cutting and patching required for installation of Contractor's Work.

4. Contractor shall seal penetrations through all rated partitions, walls and floors with U.L. tested assemblies to provide and maintain a rating equal to or greater than the partition, wall or floor. In addition, Contractor shall seal penetrations through all floors to provide and maintain a watertight installation.

3.11 ASBESTOS ABATEMENT

A. In the event the Contractor encounters material reasonably believed to be asbestos at the Site, the Contractor shall immediately stop work in the area affected and report the condition to the Owner. If in fact the material is asbestos and has not been abated, the Contractor shall not resume the non-asbestos-related Work in the affected area until the asbestos has been abated.

B. The abatement action may be performed in any of three ways, as the Owner may decide. The Owner may perform the abatement by Owner's own forces, or the Owner may contract with a third party to perform the abatement, or the Contractor may perform the abatement by an appropriate means acceptable to the Owner such as performing the Work through Contractor's own employees if they are appropriately certified or by hiring an abatement subcontractor.

C. If the Contractor is to perform the abatement, the Owner and the Contractor will negotiate a change order in accordance with the contract terms relative to extra work. In such a case, the Owner specifically agrees that the cost of any special comprehensive general liability insurance that may be required relative to the abatement Work will be considered a direct cost of the extra work, on which, like the other direct costs, the Contractor will be allowed to add the applicable markup per the UGC.

3.12 CONTRACTOR LICENSURE

A. Contractor shall ensure that a Master Plumber licensed with the State of Texas directly supervises all plumbing Work. At least one plumber holding a State of Texas journeyman license shall be present at each Site during any plumbing Work.

B. Contractor shall ensure that Contractor's mechanical subcontractor is licensed with the State of Texas to install all HVAC Work.

C. Contractor shall ensure that a Master Electrician licensed with the State of Texas directly supervises all electrical Work. At least one electrician holding a State of Texas journeyman license shall be present at each Site involving Electrical Work.

3.13 SAFETY PRECAUTIONS AND PROGRAMS

A. MD Anderson Environmental Health and Safety (EH&S) has the authority to take intervening action in the event it deems patient, visitor, or staff of MD Anderson are in danger. Contractor shall adhere to requirements stated in Section 01 35 25 - Owner Safety Requirements.

B. Contractors shall familiarize themselves with, receive required training on, and abide by all policies and procedures of MD Anderson and any governmental body [i.e. NFPA, OSHA, EPA, TDLR (Texas Department of Licensing and Regulation), TCEQ (Texas Commission on Environmental Quality), etc.] having authority to control the manner and/or methods of completing the tasks contained in the Contract.

3.14 TEST, ADJUST, AND BALANCE

A. Owner may hire a Test, Adjust, and Balance firm. If Owner directly hires a Test, Adjust, and Balance firm, Contractor shall support the firm's efforts to perform work as required.

3.15 MISCELLANEOUS

A. All gas lines that are involved with the Project must have ends capped with proper cap and sealant, even if valves are locked off.

B. Contractor shall install temporary equipment in such a manner that finish work will not be damaged by smoke, falling mortar, concrete, or other causes. Location and arrangement of temporary equipment shall be subject to the approval of the Owner's Project Manager.

C. Change Room Facilities:

1. Where workers are required to change clothes and wear special protective clothing to work with toxic or dangerous substances, an appropriate facility for decontamination, separate from other sanitary and washing accommodations shall be provided. In these cases, change room facilities shall be duplicated and storage shall be provided for protective clothing in one room and for personal clothing in the other.

2. Protective clothing and personal clothing shall not come into contact with each other or be stored in the same facilities. Protective clothing and work clothing, which may have become wet by the process of decontamination, must be stored in a separate, well-ventilated area.

3. Change rooms shall be gender separated and provided with inside and outside locking mechanisms.

3.16 SITE AND AREA MAINTENANCE

A. A thorough cleanup of the Site and the Site's surroundings is required no less than once per week or more often as directed by the Owner. Contractor shall be responsible to ensure that the debris and trash resulting from site operations are removed from the building and the property on a daily basis. Solid debris, may not be dumped on the grounds about the Site. All combustible material including scrap from lumber, crating, excelsior, paper, and similar types of trash shall be removed from the building site on a daily basis. Trash shall not to be allowed to accumulate.

B. The Contractor shall not allow food to be consumed or food wastes to accumulate at the Site in an effort to eliminate pests and insects.

C. Contractor shall be required to clean all streets of mud, dirt, dust, debris, and construction material produced during Contractor's construction activities on a daily basis. Contractor shall repair any damage to existing streets, parking, facilities, and any other area of the Site, including areas used for lay down or storage.

3.17 OPERATING AND MAINTENANCE MANUALS

A. Certain requirements of the UGC are supplemented by Section 01 77 00 – Project Closeout Procedures.

3.18 RECORD DOCUMENTS

A. Certain requirements of the UGC are supplemented by Section 01 77 00 – Project Closeout Procedures.

3.19 SHOP DRAWINGS AND SUBMITTALS

A. Certain requirements of the UGC are supplemented by Section 01 31 00 – Project Administration.

END OF SECTION 00 25 00